



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

*This one is
9927-III III*

RECORDATION NO. 9927-III III
Filed 1425

DEC 30 1980-3 40 PM

INTERSTATE COMMERCE COMMISSION

December 22

0-365A082

No. 1980
DEC 30 1980

Date.....

Fee \$26.00

ICC Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RE: Filing of Supplementary Rider No. 8 ("Rider") dated
as of March 28, 1979 to Car Leasing Agreement 3813-2
("Lease") between North American Car Corporation ("NAC")
and Exxon Company, U.S.A. (a division of Exxon
Corporation) ("Lessee")

Dear Madam:

Enclosed for recording under 49 U.S.C. Section 11303 are an
executed counterpart and four certified true copies of the
Rider, which has been assigned to General Electric Credit and
Leasing Corporation ("Assignee"), pursuant to a Bailment
Agreement and Assignment of Leases ("Bailment Agreement")
dated as of December 18, 1978 and recorded with the Interstate
Commerce Commission on December 20, 1978, under Recordation
No. 9927. Please record this Rider under that Recordation
number.

The equipment is covered in the Rider and the names and addresses
of the parties are as follows. The address of the Lessor, North
American Car Corporation, is 222 South Riverside Plaza, Chicago,
Illinois 60606 and the address of the above named Lessee is
Box 3272, 1333 West Loop South, Houston, Texas 77027. Please
cross index this filing against the name of that Lessee.

The Rider supplements the Lease by subjecting the equipment
described in the Rider to the terms of the Lease, thereby
leasing the same to the Lessee. The Bailment Agreement provides
that NAC shall hold, lease, maintain and perform certain
administrative and other services with respect to the equipment
covered by the Lease and that NAC assigns to Assignee all its
interest in, but not its obligations under, the Lease (including
amounts received or credited for mileage compensation relating
to that leased equipment). The equipment covered by the Lease
has been or is to be sold to Assignee.

*Overseas 407-9-
Ad. Ming*

DEC 30 1980
3 40 PM

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission

Page 2

Also enclosed is a check payable to the Interstate Commerce Commission in the amount of \$20 for the required recording fee. Pursuant to the Commission's rules and regulations for the recording of certain documents under 49 U.S.C. Section 11303, you are hereby requested to duly file one certified true copy for record in your office, cross-indexing the same so stated above, and to return the executed counterpart and the remaining three certified true copies, the Secretary's Certificate of Recording, and related fee receipt, to the messenger making this delivery.

If you have any questions, please contact the undersigned.

Very truly yours,



Edward H. Soderstrom, II
Assistant Secretary

enclosure

9927-~~FFF~~
FILED 1979

C E R T I F I C A T E DEC 30 1980-8 40 PM

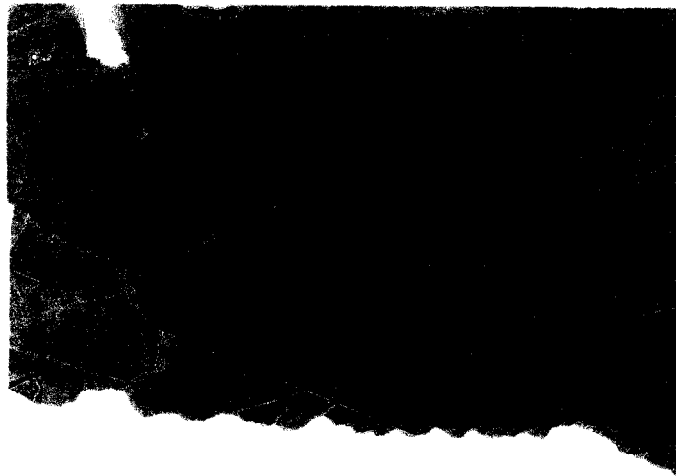
INTERNATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 8 to Car Leasing Agreement 3813-2 between North American Car Corporation and Exxon Company, U.S. A. (a division of Exxon Corporation) dated March 28, 1979 to the original of such Rider and that this copy is a true and correct copy in all respects.

Lena Prewett

(SEAL)

My Commission Expires My Commission Expires March 26, 1983



RIDER NO. 2
Formal Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 3813-2

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Two (2)	3915 cubic foot pressure differential hopper cars, for shipment of Silica - Alumina (NAHX 390128 & 390129)	\$581.00

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee

For each mile in excess of 30,000 x days in service that each car
365

covered by this Rider travels in a calendar year, there will be an additional charge of \$0.02.

In the event that during the term hereof, the U. S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that North American add, modify or in any manner adjust the cars subject to this lease in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of \$1.75 per car for each \$100 expended by North American on such car, effective as of the date the car is released from the shop after application of such additions, modifications or adjustments (hereinafter the "Modifications"). No rental credits will be issued on cars entering the shop for any Modification for the first thirty days. In the event North American in its sole discretion determines prior to making any Modification that the cost thereof is not economical to expend in view of the estimated remaining useful life of such car, and North American elects to permanently remove such car from Lessee's service rather than have such car taken to a car shop for such Modification, the rental with respect to such car shall terminate upon the date specified in writing by North American, provided that such date must be prior to the date the Modification is so required to be made.

North American and Lessee agree that the rental rate as shown above shall be increased \$1.40 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 265.2 as was reported for January, 1979. Rentals thus calculated shall be rounded to the nearest \$0.50.


The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this 28th day of March, 1979.

ATTEST:


Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By 
Sr. Vice President

EXXON COMPANY, U. S. A.
(a division of Exxon Corporation)

ATTEST:


Secretary

By 
Traffic Manager 
President

"This Lease is a COUNTERPART ORIGINAL. No assignment of, or security interest in, this Lease may be created or effected except by the transfer of possession of the copy marked 'ORIGINAL'."

State of Illinois)
) SS:
County of Cook)

(Notarial Seal)

My Commission expires 6-30-77

State of California)
) SS:
County of San Diego)

(Notarial Seal)

My Commission expires 11-5-81